

EXHIBIT D
PERFORMANCE CRITERIA

Attachment # 4
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PERFORMANCE DEADLINES AND LIQUIDATED DAMAGES:

The work to be performed under this Contract as defined the scope of services for Phase II-A and Phase II-B shall be completed according to the five performance milestones listed below. If the work to be performed under this Contract is not completed within the time set forth above for each milestone, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default for each milestone, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$200.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

PROJECT MILESTONES

1. A Monitoring Equipment Installation Report shall be submitted by [REDACTED] ^{OK} in accordance with the Phase II-A Scope of Work.
2. The second Quarterly Monitoring Report shall be submitted to the County by [REDACTED] ^{In 12/29/04} in accordance with the Phase II-A Scope of Work.
3. The fourth Quarterly Monitoring Report shall be submitted to the County by [REDACTED] ^{In 1/06/05} in accordance with the Phase II-A Scope of Work.
4. The "Existing Status of Lake Lafayette and the Lake Lafayette Watershed-2003" Report and the list of Lake and watershed management alternatives shall be submitted to the County by [REDACTED] ^{Not received.} in accordance with the Phase II-A Scope of Work.
5. A Final Lake Lafayette/Lake Lafayette Watershed Current Status and Management Recommendations plan shall be submitted to the County by [REDACTED] ^{Not received} ^{2004?}